

STARMONT CSD/EDUC. SUPPORT
PERSONNEL (MIXED)

06-08

NEGOTIATED CONTRACT

**STARMONT CLASSIFIED
AND
BOARD OF EDUCATION**

2006-2008

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into by and between the parties hereto, namely, the Board of Education of the Starmont Community School District (hereinafter "Board") and the Starmont Educational Support Personnel (hereinafter "Association") on the 13th day of June, 2006.

ARTICLE I GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint. Anyone who shall be a party in interest shall be bound by any and all decision rendered herein.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

All grievances must be presented within fifteen working days of the date of occurrence of the event giving rise to the grievance, or from the time from such event might reasonable be ascertained to have occurred.

C. Procedure

1. Every employee covered by this agreement shall have the right to present a grievance in accordance with these procedures up to the taking of the grievance to arbitration at which time the association shall make the determination if the grievance proceeds to arbitration.

2. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the described time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employees shall be conducted so as to result in no interference with or interruption of the instructional program and/or related work activities (be they other than instructional) of the grieving party or the other members of the working staff.

4. Level one - Immediate Supervisor

An employee with a grievance shall first discuss it with his/her Supervisor, with the objective of resolving the matter informally.

5. Level Two - Supervisor

If, as a result of the informal discussion with the Supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association. The

grievance form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate supervisor. If the grievance involves more than one school building, it may also be filed with the Superintendent.

The appropriate immediate supervisor shall indicate his/her disposition of the grievance in writing within 10 school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association and to the Superintendent.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the 10 school day period, the grievance shall be transmitted to level three.

If grievant does not progress to level three i.e. "Superintendent", within 10 days after the disposition by the Supervisor or the Supervisor's failure to act within the 10 days allotted, then grievant shall be barred from any further action on such grievance and such grievance shall thereafter be null and of no effect.

6. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within 10 school days of receipt of the grievance. Within 10 school days of the receipt of the grievance, the Superintendent shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

7. Level Four - Arbitration

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) school days after (a) above. If the Association fails to submit to arbitration within the prescribed time limits set out herein, they shall be barred from any further action on such grievance and thereafter such grievance shall be null and void and of no effect.

(c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first three (3) names from the list. The party having the right to remove the first three (3) names shall do so within two (2) school days, and the other party shall have one additional school day to remove three of the four remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than fifteen (15) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required

the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option at levels 1 through 4, by a representative selected or approved by the Association.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, the grievance affects a group, or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Decisions

All decisions rendered at Levels Two through Three of the grievance procedures shall be in writing setting forth the decision and the reasons thereof and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section on Arbitration.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, theretofore referred to in the ARTICLE.

4. Election of Remedies

Should an aggrieved person elect to grieve under the terms of this Agreement, then and in that event such election of remedies shall act as a bar to any other election, except that should the arbitrator's decision under "Grievance Procedure" require the commission of an act prohibited by law or which is in violation of the terms of this Agreement, then and in that event, the aggrieved person may appeal to District Court for the purpose of ruling as to Legality and/or decision as to whether or not such alleged issue falls within the confines of the negotiated contract.

Neither the provisions of this article or any other article of this contract shall be construed as preventing the employer from making a reasonable accommodation for qualified individuals in accordance with the Americans with Disabilities Act (PL No. 191-336 July 26, 1990) and such accommodations are not grievable.

ARTICLE II TRANSFERS AND STAFF REDUCTION

If any employee is terminated due to staff reduction, reorganization or other similar reasons, termination should be based on least seniority and this employee should be given preference for reinstatement should such a vacancy open for which this person is qualified in the judgment of the Board or its authorized representative. Reinstatement should be in order of seniority. For purposes of this article, seniority shall be defined as an employee's length of continuous employment with the District. People of equal seniority shall be chosen by drawing lots in the presence of the Superintendent and the SESP President. Persons hired on the same day shall be considered equal in seniority. A seniority list shall be provided to the president of the organization on or before the first day of October.

Notification of dismissal of employees shall be given as close to April 1 as possible; however, failure on the part of the Board or its Agent shall in no event negate the Board's power to dismiss at any time with a 30-day notice.

Eligibility for reinstatement shall be for a one year period following staff reduction.

An "employee" shall not include substitutes. An employee shall include regular full-time and part-time employees.

The laid-off employees may request a hearing before the Board at the next monthly meeting. This meeting shall be private and the employee or his/her representative may present arguments and evidence regarding the lay-off. The decision of the Board shall be final.

A. Transfers

1. Definition

The movement of an employee to a different assignment, including the reclassification of a temporary position to a permanent position, should be considered a transfer.

A voluntary transfer is a transfer requested in writing by the employee. An involuntary transfer is a transfer requested by the employer.

Provided a suitable replacement can be found, transfer procedures shall also apply to the temporary assignment of a current employee to a vacant position created by the use of an extended temporary leave of an existing employee. A qualifying extended temporary leave shall be a leave for not less than eight consecutive weeks in duration and upon the return of the employee on temporary leave, all employees will return to the positions held prior to the extended temporary leave.

2. Voluntary Transfers

- a. Notice of staff vacancies will be posted in each building at least five (5) working days prior to filling the vacancy.
- b. Employees interested in transferring to an existing vacancy should submit to the superintendent a letter of interest in the position. If qualifications and competence are equal among present employees submitting letters of interest for a vacancy, the superintendent will consider such letters on the basis of seniority.
- c. The vacancy shall be filled by an applicant deemed most qualified in the judgment of the Board.
- d. Employees who apply for a vacancy will be notified of their status when a decision is made.

3. Involuntary Transfers

Support staff being involuntarily transferred are guaranteed:

- a. Notice of intended transfer.
- b. Informed as to reason for transfer.
- c. Conference to discuss transfer with supervisor, principal, and/or superintendent.

ARTICLE III NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such address as may be designated by a party in written notification by the other party.

1. If by the Association, the Board at 3202 40th St., Arlington, IA 50606-8199.
2. If by the Board, to Association, 3202 40th St., Arlington, IA 50606-8199 .

ARTICLE IV DUES DEDUCTIONS

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form authorizing payroll deduction shall be designed by the Association, and expense for producing and distributing said form shall be borne by the Association. Nothing in said form shall be contrary to this Article; if so this Article shall prevail.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct in nine (9) consecutive payments the total dues from the regular salary check of the employee, beginning in September.

C. Pro-Rated Deduction

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through the contract year.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board. A copy of such revocation shall be mailed to the Association.

E. Transmission of Dues

The Employer will transmit to the Association the total deduction of dues within thirty (30) days after each regular pay period.

The Association agrees to hold harmless the school district, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Article between the parties for dues deduction.

ARTICLE V RIGHTS OF THE TAXPAYERS OF THE DISTRICT

Section 1.

The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:

(a) The Board shall not lock out its employees and

(b) No employee covered by this Agreement, no Association, nor any person acting on behalf of the association shall ever or at any time engage in, encourage, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slow-down or other refusal to render full, proper and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

Section 2.

In the event of any violation or violations of any provision of Section 1(b) of the Article by the Association, its members or representatives, or by any employee:

(a) Any violating employee shall be subject to immediate discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.

(b) The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 3.

The foregoing is an addition to any other rights and remedies provided by law.

"It is expressly understood and agreed that all functions, rights, powers or authority granted to or inherent in the administration of the school district by law or custom are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement."

Subsection 1. This Agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

ARTICLE VI RIGHTS

Public Employer Rights:

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special art, the exclusive power, duty, and the right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency;
3. Suspend or discharge public employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve public employees from duties because of lack of work or for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer;
8. Initiate, prepare, certify, and administer its budget;
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE VII

USE OF FACILITIES

The Association and its members shall have the right to make use of school facilities for meetings and copiers, computers, other duplicating equipment, calculating machines and audio-visual equipment in non-confidential areas when such facilities and equipment are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and any additional custodial expenses caused by such use.

A request shall be made to the principal in advance of the time and place of such meetings and permission to use such facility and equipment shall be at the discretion of said principal.

ARTICLE VIII

COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards provided by the Association in areas designated by the Superintendent for employees' use. This does not guarantee a bulletin board in every building. The Association may use the District's mail delivery service and the employee mail boxes for communications to employees.

ARTICLE IX

ACCESS TO MEMBERS

Duly authorized representative of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt

normal school operations, or detract from or interfere with any employee's duty to fulfill his/her job. Association work shall not be done while employee is being paid by the School District.

ARTICLE X

INSURANCE

Starmont Support Personnel covered by this contract shall be eligible for certain employee insurance benefit monies. The amount of dollars available for such benefits will be determined based on the number of hours per week worked by the employee as well as the number of months per year worked.

Each support personnel position shall be placed in one of the following six categories and weighted as indicated:

06/07 Year

I. 40 hours or more per week and 12 contract months.	3,895.00
II. 40 hours or more per week and 9 (but less than 12 contract months.)	2,966.00
III. 20 to 39 hours per week and 9 (but less than 12 contract months.)	1,560.00
IV. Bus Drivers	491.00
V. Less than 20 hours per week or less than 9 months per year	0.00

07/08 Year

I. 40 hours or more per week and 12 contract months.	3,895.00
II. 40 hours or more per week and 9 (but less than 12 contract months.)	2,966.00
III. 20 to 39 hours per week and 9 (but less than 12 contract months.)	1,560.00
IV. Bus Drivers	491.00
V. Less than 20 hours per week or less than 9 months per year	0.00

Calculations to determine dollar amounts for each level will be based on the number of employees in each wage category at the time of bargaining. Level amounts will not be readjusted afterward, regardless of:

- (a) Reduction-in-force.
- (b) Failure of employees to use total allocated dollars.
- (c) Addition of new employees.
- (d) Inability of employee(s) to qualify for benefits.
- (e) Inability to find a carrier for specific coverage.

Insurance benefit monies may be used at the discretion of the Starmont support personnel employee. The employee can choose coverage from any Starmont group carrier in the following four insurance categories:

- 1. Health insurance, family or single coverage.
- 2. Long-term disability.
- 3. Dental insurance.
- 4. Term life coverage.

Additionally, in the event an employee elects not to choose insurance coverage they may use their insurance benefit monies for the purchase of a tax sheltered annuity.

Qualifying employees may use the school contribution to the employee insurance benefit package for this exhaustive list only. The employee may not convert insurance benefits to cash payments. Benefit monies must be paid to only those companies providing group coverage to Starmont employees in the four areas mentioned above, or for tax sheltered annuities. No Starmont employer provided benefit money may be used for payment of private (non-group) coverage. Employees may expand coverage beyond the allocated amount through self contribution, provided they are qualified for such coverage. The District shall forward the contribution to the tax sheltered annuity companies on a monthly basis.

The Starmont Board of Education will have sole discretion in selecting insurance carriers for each of the four insuring areas. The insurance carrier shall establish qualifying criteria.

No employee receiving health insurance benefits in 1991-1992 will receive a lesser gross amount of benefits in 2006/2007 and 2007/2008.

ARTICLE XI LEAVES OF ABSENCE

A. Sick Leave

Beginning with the 1979-1980 school year, all employees shall be entitled to:

- 12 sick leave days the first year
- 13 sick leave days the second year
- 14 sick leave days the third year
- 15 sick leave days the fourth year

The above amount shall apply only to consecutive years of employment in Starmont Schools. An employee is entitled to this leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave shall accumulate from year to year with a maximum accumulation of 105 sick leave days.

Employees reaching 105 days of accumulated sick leave, and using sick leave during the fiscal year will have sick leave subtracted from the 105 days.

Two sick leave days shall be granted yearly from accumulated sick leave for illness of an immediate family member consisting of spouse, child, and parent. This leave will not be cumulative.

B. Emergency Leave

Emergency leave of absence, not to exceed a total of five (5) days per year may be granted with pay by the superintendent of schools for the following reasons:

1. Illness or injury to a member of the immediate family. Immediate family shall be interpreted as husband, wife, child, sister, brother, mother, father, or any member of the family unit living in the same household, no matter what the degree of relationship.

It is conceivable that the illness of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

2. Death in the immediate family, immediate family shall be interpreted as husband, wife, child, sister, brother, mother, father, or any member of the family unit living in the same household, no matter what the degree of relationship, or of close personal relationship (3 to 5 days) subject to prior approval of Superintendent

It is conceivable that the death of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

3. Required appearance in court.
4. Military physical examination.
5. For mandatory quarantine.

C. Jury Duty and Legal Leave

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the District.

Cases involving an employee's personal matters which are not school-related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of his/her work day, if required.

D. Association Leave

The employer shall provide up to six (6) days per year of paid leave for members of the Association for purposes of attending conventions, conferences and any other Association activities or responsibilities.

The Association shall provide the employer with three (3) days notice in advance of the leave date.

E. Courtesy Leave

Each employee shall be entitled to two (2) days without pay. The employee will provide the employer with three (3) days notice in advance of the leave date. The superintendent may grant additional courtesy leave at his/her own judgment.

F. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

G. Professional Leave

Applications by employees who desire to attend an educational conference or training opportunity directly or closely related to the employee's area of service shall be filed with their supervisor and/or administrator. If approved, the District will reimburse registration, travel, meals, and lodging for such professional leave.

ARTICLE XII PERSONAL LEAVE

Each employee shall be granted two (2) days personal leave at full pay, per year. An employee taking such leave shall notify the employee's principal or other appropriate immediate supervisor at least twenty-four (24) hours in advance of the desired leave, except in cases of emergency preventing such notice. Full pay shall be defined as being equal to the number of hours an employee works per day. The "spirit" of these two (2) days leave is to take care of very special situations not covered by other leave.

Personal leave will not be permitted in any event (including emergency) on the following:

1. The first five (5) school days.
2. The last ten (10) school days.
3. Any work day prior to or following a holiday.

Leave is not cumulative.

ARTICLE XIII VACATION

All persons working at least forty-eight (48) weeks out of fifty-two (52) weeks shall be eligible for two (2) weeks paid vacation after one year of employment and three (3) weeks of paid vacation after twelve (12) years of employment. The basis for determining the fifty-two (52) weeks shall be the anniversary date of hire.

All persons working at least forty four (44) weeks but less than forty-eight (48) weeks out of fifty two (52) shall be eligible for one (1) week of paid vacation after the first year of employment and in subsequent years. The basis for determining the fifty-two (52) weeks shall be the anniversary date of hire.

Any of such vacation will be taken at a time approved by their Superintendent. Up to 1 week may be taken during the school year at the complete discretion of the Superintendent.

Beginning with the 1983-1984 contract year, an employee with longevity over 12 years will be frozen at the 13 year step for vacation while earning one (1) day additional during the 1983-1984 year to be taken in the summer of 1984. Vacation accrues one (1) additional day for each year of longevity past 12 years to a total of an additional week making the maximum vacation possible four (4) weeks.

ARTICLE XIV PAID HOLIDAYS

All 12 month employees shall receive the following paid holidays provided they fall during their work period: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, New Year's, Memorial Day, July 4, and Good Friday.

All 9 month employees shall receive Labor Day, Thanksgiving, Christmas and Good Friday as paid holidays. A part-time employee is anyone not covered under other holiday definitions as full-time employees.

Should any holiday fall on a weekend, the employee shall receive either the previous Friday or the succeeding Monday as the observed holiday. It shall be with the Board's discretion to set the Friday or Monday observance.

Should an emergency situation require an employee to work on a holiday, the employee shall be subject to call.

Holiday pay shall be at the regular straight time hourly rate for the employee and shall be pro-rated on the basis of time worked per each employee's regular work week.

Any paid holiday time shall be counted toward hours to allow employees overtime pay.

ARTICLE XV HEALTH PROVISIONS

Bus driver's physicals are paid in full unless such physical cost shall exceed \$110.00 which shall be the limit the District will pay every two (2) years.

ARTICLE XVI EMPLOYEE DISCIPLINE AND DISMISSAL

In the event that the Board determines that an employee shall be dismissed, the Board shall notify the employee in writing of its intended action. Thereafter, the employee may, within five (5) working days, request in writing to the Board Secretary a hearing before the Board. The employee shall have the right to be represented by counsel or a member of the Association of the employee's choosing. The decision of the Board after said hearing shall be final and in the Board's sole discretion. Failure to notify the Board within five (5) working days, shall act as a bar to this section.

In any proceeding in which the Employer attempts to use evaluation to justify adverse action against an employee, including such adverse action as suspension, termination, lay-off or placement on probation, the employee or the association as the employee's representative, may challenge the fairness or accuracy of such evaluation.

ARTICLE XVII WAGES AND SALARIES

A. All employees initially employed for the 2006/2007 and 2007/2008 school year and covered by this contract shall have minimum starting salaries as follows:

Job Class 1	2006/07	2007/08
A. Maintenance	7.70	8.05
B. Custodians	7.25	7.60
C. Mechanic	8.55	8.90
D. Head Custodian	10.00	10.35
Job Class II		
A. Clerical Aides	7.25	7.60
B. Instructional Aides	7.25	7.60
C. Paraprofessionals	7.25	7.60
D. Media Aides	7.25	7.60
E. Special Education Aides		
1. Category 1	7.35	7.70

2. Category 2

8.75

9.10

Consideration of the following criteria will occur in determining a Starmont employee as a Category II Child-Specific special Education Aide:

Ambulatory Assistance Required
 Medical Assistance Required
 Physiological Assistance Required
 Behavioral Assistance Required

A determination for placement will be made by the full administrative team and a recommendation will follow to the Starmont Superintendent.

	2006/07	2007/08
F. Transitional Aides	7.25	7.60
G. Transportation Aides	7.25	7.60
Job Class III		
A. Head Cooks	7.65	8.00
B. Cooks	7.25	7.60
Job Class IV		
A. Principal Secretary	7.80	8.15
B. Guidance/A.D. Secretary	7.25	7.60
Job Class V		
A. Route Bus Driver	(see #2 below) per year plus mileage	
Job Class VI		
A. Study Hall Monitor	11.25	11.60
1. Job Class I, II, III, IV and VI will receive \$.45 cents per hour salary increase on July 1, 2006 and \$.05 cents per hour salary increase on January 1, 2007 and Job Class I, II, III, IV and VI will receive \$.45 cents per hour salary increase on July 1, 2007 and \$.05 cents per hour salary increase on January 1, 2008.		
2. Job Class V-A will receive \$8,182.18 per year for 2006/07 plus mileage at the rate of \$2.80 per mile and will receive \$8,382.18 per year for 2007/08 plus mileage at the rate of \$2.80 per mile.		
3. All "Activity Drivers" shall receive \$9.00 per hour while driving and waiting and are required to attend classes by the employer will be paid \$9.00 per hour.		
4. All (presently contracted) employees shall receive the base wage increase for his/her job classification in 2006/07 and 2007/08 or the minimum salary for his/her job classification, whichever is greater.		
5. The driver assigned to the handicapped lift equipped bus route shall receive, as an additional stipend, \$180.00 annually.		
B.	(1) Cooks attending any of the three courses offered by the State Department of Public Instruction Food Services Division shall have their salary increased (permanently) by \$.05 per hour per course.	

(2) The district shall not pay any expenses incurred by cooks for such courses unless such courses are required (see Article XXI),

(3) All heads cooks shall receive \$180.00 additional per contract year.

(4) The head cook at Starmont High School will work a minimum of two and one-half (2 ½) additional hours per week at his/her current hourly rate.

C. Upon completion and presentation of appropriate documentation, all aides who have fulfilled the requirements of one of the following:

1. Four years of post-secondary education
2. Two years of post-secondary education
3. An associate degree
4. Iowa's voluntary certification program for paraprofessionals
5. a competency assessment

shall be given credit and their wages shall increase by .10 cents per hour.

D. All employees covered by this contract shall receive a calculated longevity per month for each year of service in the District in addition to regular salary. ("In District Service" shall include that time prior to formation of Starmont Community School District when such persons were employees of the then segregated smaller Districts.) See chart below:

0	-	5	\$3.00
6		10	\$3.10
11		15	\$3.20
16		20	\$3.30
21		25	\$3.40
26		30	\$3.50
31		35	\$3.60
36		40	\$3.70
41		45	\$3.80
46		50	\$3.90

e.g. Employee A – 15 years service but works only 9 months per year. $3.20 \times 15 = \$48.00$ additional per month $\times 9$ months = \$432.00 total cost per year.

e.g. Employee B – 7 years service but works 12 months per year. $\$3.1 - \times 7 = \21.70 additional per month $\times 12$ months = \$260.40 total cost per year.

Longevity shall be paid each month applicable.

E The board will endeavor to issue by May 1 of each year, contracts to those persons entitled to such contracts. Twenty-one days shall be granted to return such contracts to the Board after they are issue.

The Board will endeavor to notify all non-contractual employees in writing by May 1st of each year, such written notice to set out each person's wages and hours.

Should the Board be unable to accomplish the above in E for any reason, there shall be no penalty of any manner or sort, and Article III shall not be applicable to this Section.

F. All employees may elect to receive their pay in 9 or 12 equal monthly payments. Employees shall notify the employer by a date in September, selected by the employer, as to which pay option they select.

- G. The shift paid differential for work between 6:00 p.m. and 6:00 a.m. will be 35 cents per hour for 2006/2007 and 2007/2008.

ARTICLE XVIII EMPLOYEE WORK LOAD

The Board shall endeavor to grant unto all employees the same number of hours of work from year to year, reserving, however, the absolute right to reduce hours and/ or terminate such employment.

Beginning with contract year 1980-81, those persons classified as "Head Cooks" shall work an additional two (2) days prior to the beginning of the "School year" and one (1) day after the school year is terminated. (With pay).

If school is cancelled and an employee has been requested to be in attendance at work prior to that cancellation, then that employee shall be paid the hourly rate for his or her work for the time actually worked. This applies only to employees who are not yearly salaried employees.

The administrators/supervisor shall make a concerted attempt to provide a substitute any time the regular custodian is absent.

ARTICLE XIX SHORT COURSES

Any employee required to take a "Short Course" by the Board and said "Short Course" having been approved by the Board shall be reimbursed by the Board in the following manner:

- a. Tuition – 100%
- b. Mileage – standard rate allowed all other employees for other travel not exceeding that allowed by state law, or Board can provide a District vehicle for said transportation.
- c. Room – 100%
- d. Food – not to exceed \$16.00 per day.

Employees shall stay on campus if at all possible while attending such "Short Courses".

There shall be no expenses reimbursed unless employees work at least one (1) month under new contract. Payment shall be made on first pay period in September of new contract year.

ARTICLE XX PRINTING AGREEMENT

Copies of this Contract shall be printed at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Contract is signed. The Board shall present a copy of said printed Contract to all employees now employed and hereafter employed and shall provide the Association with four (4) additional copies.

ARTICLE XXI SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect.

ARTICLE XXII SEVERANCE

Employees with ten (10) or more years of service to the District shall receive upon severance of employment, pay for unused sick leave at a rate of \$10.00 per day for up to 105 days.

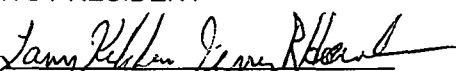
**ARTICLE XXIII
AGREEMENT**

This contract shall come into effect 7/01/06 and continue in effect until 6/30/08. This Agreement together with all the terms, conditions and effects shall expire on the date indicated above. Should at any time during the life of this contract the Starmont Community School District become financially incapable of meeting its financial obligations, then and in that event, this contract shall become null and void and of no further effect.

IN WITNESS WHEREOF, the parties hereon have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 30th day of June, 2006.

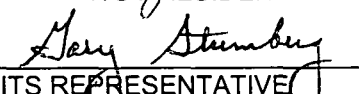
SESP

BY 
ITS PRESIDENT

BY 
ITS REPRESENTATIVE

BOARD OF EDUCATION

By 
ITS PRESIDENT

BY 
ITS REPRESENTATIVE